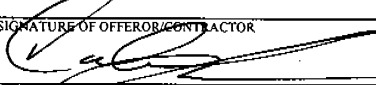
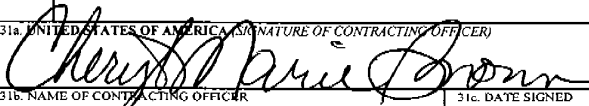


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF	
Offeror to complete blocks 12, 17, 23, 24, & 30				F73CEO90400400		38	
2. CONTRACT NO. F41612-00-C-0001		3. AWARD/EFFECTIVE DATE 1 Nov 99		4. ORDER NUMBER		5. SOLICITATION NUMBER F41612-99-R0006	
7. FOR SOLICITATION INFORMATION CALL ➔ SHARON ROBERSON		B. TELEPHONE (No Collect Calls) (940) 676-7205				8. OFFER DUE DATE/LOCAL TIME 5/17/99 4:00PM	
9. ISSUED BY 82d Contracting Squadron SERVICES FLIGHT 136 K AVE, SUITE 1 SHEPPARD AFB TX 76311 BUYER: SHARON ROBERSON EMAIL: Sharon.Roberson@sheppard.af.mil				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET-ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> 8(A) SIC: 7349 SIZE STANDARD: \$12,000,000.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO: 82 CES/CEO, Stop 201 MRK FOR: F73CEO SHEPPARD AFB TX 76311				16. ADMINISTERED BY SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR Sparkle Maintenance, Inc. 5827 4th St. NW Albuquerque, NM 87107				18a. PAYMENT WILL BE MADE BY DFAS-SA/FPV 500 MCCULLOUGH AVENUE SAN ANTONIO TX 78215-2100			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
						See Section B	See Section B
25. ACCOUNTING AND APPROPRIATION DATA See Page 4						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,452,898.40	
<input checked="" type="checkbox"/> 27a. SOLICITATIONS INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACTS/PURCHASE ORDERS INCORPORATE BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Carlo Lucero-President			30c. DATE SIGNED 5/12/99		31b. NAME OF CONTRACTING OFFICER CHERYL M. BROWN		31c. DATE SIGNED 1 Oct 99
32a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. DO VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY MM DD)		42d. TOTAL CONTAINERS	

Amendment 0003

STANDARD FORM 1449 (10-95)

TABLE OF CONTENTS

I. SF 1449 Solicitation/Contract/Order For Commercial Items

Continuation from SF 1449

- (1) Continuation for SF 1449; block 17b
- (2) Section B, Continuation for blocks 19-24, Prices/Costs

II. Applicable Contract Clauses

- (1) FAR 52.212-4 (Full Text) Contract Terms & Conditions
- (2) Addendum 1 to FAR 52.212-4
- (3) FAR 52.212-5 (Full Text), Contract Terms & Conditions
- (4) DFARS 252.212-7001, Contract Terms & Conditions

III. Contract documents, exhibits and attachments

- (1) Statement of Need
- (2) Specification Attachments 1 through 7
- (3) Modification Formula
- (4) Drawings
- (5) Wage Determination 98-0484, dated 08/27/98 and Collective Bargaining Agreement (CBA) wages.

I. SF 1449 Solicitation/Contract/Order For Commercial Items (Continued)

CONTINUATION FROM SF 1449

(1) CONTINUATION FROM SF 1449 blocks

(a) BLOCK 17b.

Complete if remittance is different than block 17a

(b) BLOCK 18b

Send invoices to addresses listed below:

**82D CES/CEOEI
231 9th AVE
SHEPPARD AFB, TX 76311-3333**

SEND ONE COURTESY COPY OF INVOICE TO ADDRESSES LISTED BELOW:

82D CONTRACTING SQUADRON/LGCV
136 K AVENUE SUITE 1
SHEPPARD AFB TX 76311-2746

(2) SECTION B:

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: BASIC YEAR – 1 NOVEMBER 1999 THROUGH 30 SEPTEMBER 2000

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Provide effective Quality Control Program	11	MO	\$ 1,782.00	\$ 19,602.00
0002	Provide Custodial Services				
0002AA	Basic Category I	11	MO	\$65,012.00	\$715,132.00
0002AB	Restroom Category I	11	MO	\$ 6,502.00	\$ 71,522.00
0002AC	Basic Category II (all)	11	MO	\$26,005.00	\$286,055.00
0002AD	Restroom Cat II (all)	11	MO	\$ 6,502.00	\$ 71,522.00
0002AE	Basic Cat III (all)	11	MO	\$23,405.00	\$257,455.00
0002AF	Restroom Cat III (all)	11	MO	\$ 2,601.00	\$ 28,611.00
0003	Provide Special Cleaning Services				
0003AA	Basic & Restroom (Estimate) Only	202,662	SF	\$.0006(Est)	\$ 1,215.97(Est)
0003AB	Basic & Restroom (Estimate) Periodic	202,662	SF	\$.0088(Est)	\$ 1,783.43(Est)
0004	Phase In (10 days prior to contract start)	10	Days	\$ N/A	\$ N/A

ESTIMATED TOTAL FOR BASIC YEAR

\$1,452,898.40(Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE REFERENCE CLIN 0002XX, SEE MODIFICATION FORMULA.

ACCOUNTING AND APPROPRIATION DATA FOR BASIC PERFORMANCE PERIOD:

ACRN AA: 5703400 300 6444 564458 531 03 660700 A30002	\$1,199,898.40
ACRN AB: 5707045 830 6444 72121 564458 531 660700 A30005	\$ 5,000.00
ACRN AC: 5703400 300 6444 564458 53144 03 660700 A30003	\$ 245,000.00
ACRN AD: 9700130.1883 2XO 6444 245280 531 B8 660700 A30004	\$ 3,000.00

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: OPTION YEAR ONE - 1 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Provide effective Quality Control Program	12	MO	\$ 1,782.00	\$ 21,384.00
1002	Provide Custodial Services				
1002AA	Basic Category I	12	MO	\$ 65,012.00	\$ 780,144.00
1002AB	Restroom Category I	12	MO	\$ 6,502.00	\$ 78,024.00
1002AC	Basic Category II (all)	12	MO	\$ 26,005.00	\$ 312,060.00
1002AD	Restroom Cat II (all)	12	MO	\$ 6,502.00	\$ 78,024.00
1002AE	Basic Cat III (all)	12	MO	\$ 23,405.00	\$ 280,860.00
1002AF	Restroom Cat III (all)	12	MO	\$ 2,601.00	\$ 31,212.00
1003	Provide Special Cleaning Services				
1003AA	Basic & Restroom (Estimate) Only	202,662	SF	\$.006(Est)	\$ 1,215.97(Est)
1003AB	Basic & Restroom (Estimate) Periodic	202,662	SF	\$.0088(Est)	\$ 1,783.43(Est)

ESTIMATED TOTAL FOR OPTION YEAR ONE

\$1,584,707.43(Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE REFERENCE CLIN 1002XX, SEE MODIFICATION FORMULA.

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: OPTION PERIOD TWO - 1 OCTOBER 2001 THROUGH 31 MARCH 2002

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Provide effective Quality Control Program	6	MO	\$ <u>1,782.00</u>	\$ <u>10,692.00</u>
2002	Provide Custodial Services				
2002AA	Basic Category I	6	MO	\$ <u>65,012.00</u>	\$ <u>390,072.00</u>
2002AB	Restroom Category I	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
2002AC	Basic Category II (all)	6	MO	\$ <u>26,005.00</u>	\$ <u>156,030.00</u>
2002AD	Restroom Cat II (all)	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
2002AE	Basic Cat III (all)	6	MO	\$ <u>23,405.00</u>	\$ <u>140,430.00</u>
2002AF	Restroom Cat III (all)	6	MO	\$ <u>2,601.00</u>	\$ <u>15,606.00</u>
2003	Provide Special Cleaning Services				
2003AA	Basic & Restroom (Estimate) Only	101,331	SF	\$ <u>.006(Est)</u>	\$ <u>607.99(Est)</u>
2003AB	Basic & Restroom (Estimate) Periodic	101,331	SF	\$ <u>.0088(Est)</u>	\$ <u>891.71(Est)</u>

ESTIMATED TOTAL FOR OPTION PERIOD TWO \$ 792,353.70 (Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE REFERENCE CLIN 2002XX, SEE MODIFICATION FORMULA.

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: OPTION PERIOD THREE - 1 APRIL 2002 THROUGH 30 SEPTEMBER 2002

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3001	Provide effective Quality Control Program	6	MO	\$ <u>1,782.00</u>	\$ <u>10,692.00</u>
3002	Provide Custodial Services				
3002AA	Basic Category I	6	MO	\$ <u>65,012.00</u>	\$ <u>390,072.00</u>
3002AB	Restroom Category I	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
3002AC	Basic Category II (all)	6	MO	\$ <u>26,005.00</u>	\$ <u>156,030.00</u>
3002AD	Restroom Cat II (all)	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
3002AE	Basic Cat III (all)	6	MO	\$ <u>23,405.00</u>	\$ <u>140,430.00</u>
3002AF	Restroom Cat III (all)	6	MO	\$ <u>2,601.00</u>	\$ <u>15,606.00</u>
3003	Provide Special Cleaning Services				
3003AA	Basic & Restroom (Estimate) Only	101,331	SF	\$ <u>.006(Est)</u>	\$ <u>607.99(Est)</u>
3003AB	Basic & Restroom (Estimate) Periodic	101,331	SF	\$ <u>.0088(Est)</u>	\$ <u>891.71(Est)</u>

ESTIMATED TOTAL FOR OPTION PERIOD THREE \$ 792,353.70 (Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE REFERENCE CLIN 3002XX, SEE MODIFICATION FORMULA.

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: OPTION PERIOD FOUR - 1 OCTOBER 2002 THROUGH 31 MARCH 2003

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4001	Provide effective Quality Control Program	6	MO	\$ 1,782.00	\$ 10,692.00
4002	Provide Custodial Services				
4002AA	Basic Category I	6	MO	\$ 65,012.00	\$ 390,072.00
4002AB	Restroom Category I	6	MO	\$ 6,502.00	\$ 39,012.00
4002AC	Basic Category II (all)	6	MO	\$ 26,005.00	\$ 156,030.00
4002AD	Restroom Cat II (all)	6	MO	\$ 6,502.00	\$ 39,012.00
4002AE	Basic Cat III (all)	6	MO	\$ 23,405.00	\$ 140,430.00
4002AF	Restroom Cat III (all)	6	MO	\$ 2,601.00	\$ 15,606.00
4003	Provide Special Cleaning Services				
4003AA	Basic & Restroom (Estimate) Only	101,331	SF	\$.006(Est)	\$ 607.99(Est)
4003AB	Basic & Restroom (Estimate) Periodic	101,331	SF	\$.0088(Est)	\$ 891.71(Est)
ESTIMATED TOTAL FOR OPTION PERIOD FOUR					\$ 792,353.70 (Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE REFERENCE CLIN 4002XX, SEE MODIFICATION FORMULA.

**THE BID SCHEDULE
SUPPLIES OR SERVICE AND PRICE/COSTS**

SERVICES NONPERSONAL: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY TO PERFORM CUSTODIAL SERVICES AT SHEPPARD AFB, TX IN ACCORDANCE WITH THE STATEMENT OF NEED.

PERFORMANCE PERIOD: OPTION PERIOD FIVE - 1APRIL 2003 THROUGH 30 SEPTEMBER 2003

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
5001	Provide effective Quality Control Program	6	MO	\$ <u>1,782.00</u>	\$ <u>10,692.00</u>
5002	Provide Custodial Services				
5002AA	Basic Category I	6	MO	\$ <u>65,012.00</u>	\$ <u>390,072.00</u>
5002AB	Restroom Category I	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
5002AC	Basic Category II (all)	6	MO	\$ <u>26,005.00</u>	\$ <u>156,030.00</u>
5002AD	Restroom Cat II (all)	6	MO	\$ <u>6,502.00</u>	\$ <u>39,012.00</u>
5002AE	Basic Cat III (all)	6	MO	\$ <u>23,405.00</u>	\$ <u>140,430.00</u>
5002AF	Restroom Cat III (all)	6	MO	\$ <u>2,601.00</u>	\$ <u>15,606.00</u>
5003	Provide Special Cleaning Services				
5003AA	Basic & Restroom (Estimate) Only	101,331	SF	\$ <u>.006(Est)</u>	\$ <u>607.99(Est)</u>
5003AB	Basic & Restroom (Estimate) Periodic	101,331	SF	\$ <u>.0088(Est)</u>	\$ <u>891.71(Est)</u>

ESTIMATED TOTAL FOR OPTION PERIOD FIVE \$ 792,353.70 (Est)

ESTIMATED TOTAL FOR BASE YEAR,
OPTION PERIOD ONE, OPTION PERIOD TWO,
OPTION PERIOD THREE, OPTION PERIOD
FOUR AND OPTION PERIOD FIVE \$6,207,020.63(Est)

NOTE: MODIFICATIONS TO CONTRACT TO ADD OR DELETE SQUARE FOOTAGE
REFERENCE CLIN 5002XX, SEE MODIFICATION FORMULA.

II. APPLICABLE CONTRACT CLAUSES

(1) FAR 52.212-4 (FULL TEXT) Contract Terms & Conditions

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS— (APR 1998)
COMMERCIAL ITEMS
(IAW FAR 12.301(b)(3))

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties, with the exception of:

(1) Administrative changes such as changes in the paying office, appropriation data, etc.

(2) Exercise of Remaining Options and adding funding for the next fiscal year.

(3) Any change made before work begins if –

a. The change is within the scope of the original order,

b. The contractor agrees;

c. The modification references the contractor's verbal or written agreement.

These changes may be made unilaterally by the Government.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from

the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliance's*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliance's, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

ADDITIONAL CLAUSES

(2) Addendum 1 to FAR 52.212-4

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)
As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>.

FAR 52.204-4 Printing /Copying Double Sided On Recycled Paper (IAW FAR 4.304) (JUN 1996)

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (IAW FAR 4.603(a)) (APR 1998)

FAR 52.217-8 Option to Extend Services (IAW FAR 17.208(f)) (AUG 1989)

FAR 52.217-9 Option to Extend the Term of the contract (IAW FAR 17.208(g)) (MAR 1989)

For the purpose of this clause the blanks are completed as follows:

- (a) within 15 days (prior to expiration of the contract period)
- (c) not to exceed 54 months

FAR 52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns. (JAN 1997)

As prescribed in 19.811-3(d), insert the following clause:

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) SIC code 7349 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The _____ *[insert name of SBA's contractor]* will notify the _____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

FAR 52.223-3	Hazardous Material Identification And Material Safety Data (IAW 23.303)	(JAN 1997)
FAR 52.223-10	Waste Reduction Program (IAW FAR 23.706)	(OCT 1997)
FAR 52.232-18	Availability of Funds (IAW FAR 32.705-1(a))	(APR 1984)
FAR 52.232-19	Availability of Funds for Next Fiscal Year (IAW 32.705-1(b))	(APR 1984)

FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)

FAR 52.237-1 Site Visit (APR 1984)
(IAW FAR 37.110(a))

An organized site visit has been scheduled for
Date & Time: **16 Apr 99 at 0800 - 1200 (CST)**
Location: 82 CONS/LGCV
Bldg 1664
136 K Ave Ste 1
Sheppard AFB TX 76311-2746

FAR 52.237-2 Protection Of Government Buildings, Equipment, And Vegetation (IAW FAR 37.110(b)) (APR 1984)

FAR 52.237-3 Continuity of Services (JAN 1991)
(IAW 37.11(c))

FAR 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)
(IAW FAR 45.106(b)(1))

AETC FARS

5352.214-9000 Smoking in AETC Facilities (JUL 1993)
(IAW AETC FARS 5314.201-2(h))

5352.237-9000 Site Visit (JUL 1993)

5352.237-9001 Preperformance Conference (JUL 1993)

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the 82d CONS/LGCV, 136 K Avenue Suite 1, Building 1664, Sheppard AFB, TX, at a time to be determined by the Contracting Officer to attend a preperformance conference prior to commencement of any work on the military installation.

5352.237-9002 Utilities Conservation (JUL 1993)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

As prescribed in 204.7304, use the following clause:

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

The following method is the process used for calculations of deductions for services not performed or re-performed:

DEDUCTION CALCULATION METHOD

The contractor will be given an opportunity to reperform each basic and restroom service not performed or inadequately performed in accordance with schedules, not including periodic services. The contractor will be notified and allowed the opportunity to reperform. To prevent deductions for unperformed or unacceptable service, the contractor must reply to the customer complaint within three hours and perform or reperform the service before the next scheduled performance time. This includes every task listed in the basic and the restroom services for that category.

The following format is the format that will be used for calculations throughout the life of this contract with a recomputation being accomplished at the beginning of the contract and at the time that each Option is exercised.

SAMPLE DEDUCTION:

Total square feet per a category per week	15,050
Multiply by 52 (52 weeks per year)	<u>X 52</u>
Total square footage per category per year	782,600
Total base year/option year dollar amount (12 months)	\$100,000
Divided by total square footage In that category for the year	<u>782,600</u>
Total deduction amount per square Foot per category	\$0.1278

ROUTINE CLEANING: For the buildings which have more than one AF Form 714 in a month (single 714's are assumed to have been re-performed, unless otherwise documented on 714) calculations are based upon the floor plan, and total amount of square footage not cleaned. The total square footage not cleaned is multiplied times the cost per square foot per category as stated in Report "Modification Formula" (Attachment C).

SPECIAL CLEANING: There will be no re-performance and deductions will be taken, based upon the formula contained in routine cleaning.

(3) FAR 52.212-5 Contract Terms & Conditions

FAR 52.212-5 Contract Terms and Conditions Required (JAN 1999)
To Implement Statutes or Executive Orders --
Commercial Items.
(IAW 12.301(b)(4))

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government,
with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

☐ (2) [Reserved]

☒ (3) 52.219-8, Utilization of Small Business Concerns
(15 U.S.C. 637 (d)(2) and (3)).

☐ (4) 52.219-9, Small Business Subcontracting Plan
(15 U.S.C. 637 (d)(4)).

☒ (5) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).

☐ (6) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small
Disadvantaged Business Concerns (Pub. L. 103-355, section 7102,
and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment,
it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (7) 52.219-25, Small Disadvantaged Business Participation Program
Disadvantaged Status and Reporting (Pub. L. 103-355,
section 7102, and 10 U.S.C. 2323).

☐ (8) 52.219-26, Small Disadvantaged Business Participation Program
Incentive Subcontracting (Pub. L. 103-
355, section 7102, and 10 U.S.C. 2323).

☐ (9) 52.219-3, Notice of HUBZone Small Business Set-Aside
(Jan 1999).

- ___ (10) 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
 - ___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - X (12) 52.222-26, Equal Opportunity (E.O.11246).
 - X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
 - X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
 - X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
 - X (16) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).
 - ___ (17) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).
 - ___ (18) [Reserved]
 - ___ (19) 52.225-18, European Union Sanction for End Products (E.O.12849).
 - ___ (20) 52.225-19, European Union Sanction for Services (E.O.12849).
 - ___ (21) (i) 2.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187)
 - ___ (ii) Alternate I of 52.225-21.
 - ___ (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
 - ___ (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
(Contracting Officer check as appropriate.)
- X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
 - X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

EMPLOYEE CLASS	MONETARY WAGE - FRINGE BENEFITS	
Labor WG-02	\$ 8.03	35%
Working Supervisor WS-02	\$ 12.06	35%

- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act --
Price Adjustment (Multiple Year and Option Contracts)
(29 U.S.C.206 and 41 U.S.C.351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act --
Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to
Successor Contract Pursuant to Predecessor Contractor Collective
Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components.

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793);
and

(4) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels
(46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1,
1996).

(End of Clause)

(4) CONTRACT TERMS AND CONDITIONS

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS (JAN 1999)
REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS APPLICABLE
TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS
(As prescribed in 212.301(f)(iii))

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (___Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (___Alternate I) (19 U.S.C. 2501-2518 And 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals,
Alternate I (10 U.S.C. 2241 note).

(End of clause)

III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment	Description	Number of Pages
A	Statement of Need with Attachments 1 through 7	13
B	Table of Contents for Access Data File	4
C	Modification Formula	1
D	CAT Sq Ft Listings	25
E	Building Data	145
F	Drawings of Buildings	188
G	Collective Bargaining Agreement (CBA) Effective 23 Aug 99	26